

## SUMMARY OF APPENDICES

Appendix No.	Title	Section
1.	OM-Memo 92-13, Remittance Control Procedures .....	10522, 10640.3
2.	Letter requesting earnings information from an interim employer .....	10540.4
3.	GC-Memo 88-9 ..... Reinstatement and Backpay Remedies for Discriminatees who are “Undocumented Aliens”.	10546.7
4.	Sample letter to respondent setting forth backpay calculations .....	10560.1
5.	Notice to potential successor of pendency of unfair labor practice proceedings.	10594.3(a)
6.	Financial Questionnaire .....	10601
7.	Sample Customer Notice ..... (Right of Financial Privacy Act) .....	10601.3
8.	Sample Certificate of Compliance Form ..... (Right of Financial Privacy Act) .....	10601.3
9.	Sample Settlement Stipulation .....	10603
10.	Sample Security Agreement .....	10603
11.	Sample Request for Notice of All Proceedings Under Rule 2002 .....	10610.2(d)
12.	Sample Request for Disclosure Statement and Plan of Reorganization ..	10610.2(d)
13.	Sample Compliance Stipulation .....	10620.7
14.	Sample Compliance Specification and Notice of Hearing .....	10621.9
15.	Sample Power of Attorney .....	10635.5
16.	Sample Acknowledgement and Alternate Acknowledgement .....	10635.5

**Appendix 1**

OFFICE OF THE GENERAL COUNSEL

Division of Operations-Management

MEMORANDUM OM 92-13

March 9, 1992

TO: All Regional Directors, Officers-in-Charge, and Resident Officers

FROM: William G. Stack, Deputy Associate General Counsel

SUBJECT: Remittance Control Procedures

Field offices receive checks and money orders from private parties for a variety of purposes, e.g., FOIA payment, court costs, backpay, etc. Routinely, these checks are forwarded to the Finance Section in Washington for deposit in the U.S. Treasury. At present, there is no system in place under which a field office is informed that a remitted check has been received by the Finance Section and deposited or under which the Finance Section is informed that a check has been sent from the field but not received.

In order to better track remittances from the field to the Finance Section, a new procedure has been designed and should be implemented immediately. The new record keeping and verification procedures for field remittances are fully explained in the attachment. New Forms NLRB-5472 and NLRB-5473 (omitted from this publication), which will be utilized in the new procedures, are also attached. You will note that the attachment speaks in terms of the "designated Regional Office employee" performing certain duties. Therefore, it is necessary for you to designate a staff member to assume the responsibility of implementing these new procedures. Because limited numbers of the forms will normally be used by a field office during the course of a year, each office will be responsible for photocopying sufficient numbers for its use.

Any questions concerning this memorandum should be directed to your Assistant General Counsel.

W. G. S.

Attachments

cc: NLRBU

MEMORANDUM OM 92-13

NATIONAL LABOR RELATIONS BOARD  
REMITTANCE COLLECTING, PROCESSING AND RECONCILIATION  
PROCEDURE FOR THE REGIONAL OFFICES

This procedure is to assure that all remittances payable to the NLRB received by Regional Offices are properly documented and deposited by the Finance Section and ultimately reconciled with the file in the receiving office. This procedure also provides an audit trail for each remittance collected.

*COLLECTING—Regional Office*

Upon receipt of a check or money order (no cash) for remittance involving FOIA, backpay, court costs, travel advance, jury duty and other purpose (state on form), the designated Regional Office employee completes the two forms below and mails them to Headquarters, Finance Section, on a daily basis.

1. *NLRB Form 5472 “Remittance Control Form”*

This form captures all the relevant data from one check or money order as well as the region number, the identity of the filer, and date sent. It is to be stapled to the front of the check and forwarded to the Headquarters, Finance Section, ATTN: Remittance Processing.

2. *NLRB Form 5473 “Remittance Control Log”*

This form captures the same relevant data from the check or money order as the form above plus the log date (date remittance is received). This form is maintained at the Regional Office. The two columns on the far right are completed at the time of the reconciliation process.

*PROCESSING - Headquarters, Finance Section*

Upon receipt by the Finance Section of the Remittance Control Form stapled to the check or money order, the following data is entered into the automated Special Payments System, Remittance Sub-System:

— Date received,

— Office/Region number,

- Type of remittance (FOIA, backpay, etc.),
- Remitter/Payor (maximum of 40 characters),
- Check or money order number (maximum of 10 digits),
- Date of check, and
- Amount of check.

The Remittance Sub-System automatically updates the data base with each entry.

The checks received will be deposited into the Agency deposit fund.

#### *RECONCILIATION—Headquarters, Finance Section*

On a bi-weekly basis, the Remittance Reconciliation Report will be produced by the Finance Section and forwarded by regular mail to the Regional Offices. This report may also be run on a weekly or monthly basis if preferred.

The Remittance Reconciliation Report contains the same relevant data as the control form and control log to provide a systematic reconciliation. It also contains the beginning and ending dates of the report period, date provided, and date processed.

#### *RECONCILIATION—Regional Office*

Upon receipt of the Remittance Reconciliation Report by the Regional Office, the designated employee reviews each line the report and compares it with the entries in the Remittance Control Log. When matching check or money order data is located the “Date Processed” is written into the appropriate block on the log from the report followed by the initials of the employee. This same process is repeated until all entries in the report are completed.

If there are entries in the log that have not appeared on the biweekly report, please contact the Finance Officer on 202-273-4230 as soon as possible.

## Appendix 2

Interim Earnings Letter

Re: [Case Number Only]

Gentlemen:

In a case in which your firm is not involved in any way, we need a report on earnings received by \_\_\_\_\_, whose social security number is \_\_\_\_\_, and the dates between which the individual was employed by you. We need this information to secure compliance in the above case with [a settlement agreement; an administrative law judge's decision; or order of the National Labor Relations Board; a judgement of a U.S. court of appeals].

You may find it convenient to make this report by using the form at the end of this letter, which can be returned with the letter in the enclosed postage-paid envelope. As the form indicates, in addition to the dates of the individual's employment we need the gross amounts earned in each calendar quarter within those dates. Please include quarters in which amounts are not reported or only partially reported for social security tax purposes because of the limit on the maximum earnings taxable under FICA in a calendar year the gross amount this employee actually earned in such quarter or quarters.

Your cooperation in this matter will be greatly appreciated.

Yours truly,

\_\_\_\_\_  
Compliance Officer

Case No. \_\_\_\_\_

Earnings of \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Employed between \_\_\_\_\_ and \_\_\_\_\_

Gross earnings by calendar quarters:

Year:	1	2	3	4
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19_____				
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19_____				
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19_____				
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19_____				
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### Appendix 3

#### OFFICE OF THE GENERAL COUNSEL

MEMORANDUM GC 88-9

September 1, 1988

TO: All Regional Directors, Officers-In-Charge and Resident Officers

FROM: Rosemary M. Collyer, General Counsel

SUBJECT: Reinstatement and Backpay Remedies for Discriminatees Who Are "Undocumented Aliens"

This memorandum sets forth guidance for determining whether the normal remedies of reinstatement and backpay for discriminatees should be sought where the employer contends that the discriminatees are undocumented aliens. This memorandum supersedes all prior General Counsel and Operations Management memoranda on the subject.

#### *I. Employees hired on or before November 6, 1986.*

In *Sure Tan, Inc. v. NLRB*,<sup>1</sup> the Supreme Court held that where a group of undocumented discriminatees acceded to voluntary deportation by the INS on the day of their unlawful "discharge," the Board's traditional remedies must be conditioned upon the employees' legal readmittance to the U.S. This result was necessary in order to avoid a conflict with U.S. immigration policy. More particularly, the Court held that reinstatement must be conditioned on the employees' legal reentry into the U.S., and that backpay must be tolled during any period when the employees were not "lawfully entitled to be present and employed in the United States." *Id.* Subsequently, the Board has conditioned the reinstatement and backpay remedies of discriminatees upon their being lawfully entitled to be present and employed in the U.S.<sup>2</sup>

Neither the Court nor the Board, however, has ever addressed the question of who bears the burden of proving lawful entitlement to be present and employed, or what evidence would establish such proof. We conclude that this burden should be borne by the wrongdoer who seeks to avoid the

<sup>1</sup> 467 U.S. 883, 902-903 (1984).

<sup>2</sup> See *Caamano Brothers, Inc.*, 275 NLRB 205, n. 1 (1985); *Felbro, Inc.*, 274 NLRB 1268, 1269 (1985), enf. granted in part, and denied in rel. part, 795 F.2d 705, 122 LRRM 3113 (9th Cir. 1986). The Board has not acquiesced to the view of the Ninth Circuit that reinstatement and backpay are appropriate where the discriminatees are physically, albeit unlawfully, present in the U.S.

normal remedies.<sup>3</sup> We also conclude that this burden can be met by a respondent only by proffering a final INS determination that a discriminatee is not lawfully entitled to be present and employed in the U.S.<sup>4</sup> Because only the INS can make the determination that would satisfy this burden, it would be neither necessary nor proper to address a discriminatee's immigration status in litigation before the Board. As a result, the Board will not be called upon to decide an issue that is not within its expertise.<sup>5</sup>

Proceedings before the Board, including settlement efforts, should not be held in abeyance pending the outcome of any INS proceeding to determine immigration status. A discriminatee is entitled to reinstatement and backpay unless and until the INS rules that the discriminatee is not entitled to be present and employed in the U.S. For, until the INS determines that an individual is not lawfully entitled to be present and employed in the U.S., a Board order requiring reinstatement and backpay does not conflict with immigration law or policy. See *Sure-Tan*, 467 U.S. at 902–903, citing *Southern S.S. Co. v. NLRB*, 316 U.S. 31 47, 10 LRRM 544 (1942). Moreover, by continuing to process the case before the Board, significant delays occasioned by potentially lengthy INS proceedings will be avoided.

This conclusion is not contrary to the provisions of the Immigration Reform and Control Act of 1986 (IRCA).<sup>6</sup> IRCA was enacted on November 6, 1986, and provides, inter alia, for the adjustment to lawful temporary resident status (TRS) of certain individuals who have maintained continuous unlawful residence in the U.S. since January 1, 1982. The application period for adjustment to TRS commenced on May 5, 1987, and ended on May 5, 1988.<sup>7</sup> In addition, IRCA makes it unlawful for an employer to knowingly hire and/or continue to employ “unauthorized aliens.” IRCA places on employers an employment verification requirement. Pursuant to that requirement, a “Form I-9” must be completed for all employees hired after November 6, 1986.<sup>8</sup> An employer's hiring of an employee, without compliance with these requirements, may result in penalties.

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<sup>3</sup> See *Fixtures Mfg. Corp.*, 251 NLRB 778 (1980), enfd. in part remanded in part, 109 LRRM 2581 (8th Cir. 1982) (the burden substantiating facts that would render a discriminatee unfit for reinstatement is on the party seeking to block reinstatement).

<sup>4</sup> The Regions should submit to Advice any cases that present question whether a respondent could rely upon an INS determination that has been appealed.

<sup>5</sup> See *Garment Workers Local 512 v. NLRB (Felbro)*, 795 F.2d 705, 720–22, 122 LRRM 3113, 3124–25 (9th Cir. 1986), for a discussion of the complexity of federal immigration laws and the many avenues of achieving lawful entitlement to be “present and employed.”

<sup>6</sup> P.L. 99-603, 8 U.S.C. Sec. 1001 et. seq., as amended.

<sup>7</sup> There are certain exceptions not relevant here.

<sup>8</sup> The employee completes one portion of the form and the employer completes another.

In view of these provisions, an employer may argue that reinstatement of an employee who refuses to complete his/her portion of a Form I-9 exposes the employer to potential criminal liability. We would reject the argument. The penalty provisions and verification requirements do not apply to periods of employment that began on or before November 6, 1986, and continued without interruption after that date. Employees who fall within this exception are considered “grandfathered.” In our view, an unlawful discharge would not constitute an interruption in service. In this regard, the applicable INS regulations provide that the “grandfather” requirement of continuing employment is met where an employee is reinstated after a wrongful termination and where an employee continued employment with a successor employer. See IRCA final rules, Control of Employment of Aliens, 8 C.F.R. Sec. 274a.2(b)(viii)(E), (G).

Thus, an employer who reinstates a discriminatee who was originally hired prior to November 6, 1986, need not comply with the employment verification requirements of IRCA. Neither must a *Burns*<sup>9</sup> successor comply with such requirements for any employee hired by its predecessor prior to November 6, 1986, and discriminatorily not hired by the successor or discriminatorily fired by the successor. Accordingly, by ordering the normal remedies of reinstatement and backpay for discriminatees who are “grandfathered” under IRCA and who have not been proven by an employer to be “illegal” under immigration law, the Board would not be acting in conflict with immigration law or policy.<sup>10</sup>

We also conclude that such a discriminatee’s rights to reinstatement and backpay would not be defeated either by a failure to apply for adjusted status under IRCA or by an adverse finding by the INS on any such application. Thus, as stated above, the burden would be on an employer to prove, by a final INS determination, that the discriminatee is not lawfully entitled to be present and employed in the U.S. If no such determination exists, the employer has not met its burden, even where the discriminatee has not applied for lawful status under IRCA or any other provision of the Immigration and Nationality Act. Moreover, we note that a denial of adjusted status under IRCA does not constitute a determination that an individual is not entitled to be present and employed in the U.S. An individual may qualify to be present and employed under some other provision of the immigration laws even though not eligible for amnesty. In fact, the INS may not deport an applicant in reliance upon information

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<sup>9</sup> *NLRB v. Burns Int’l Security Services, Inc.*, 406 U.S. 272, 80 LRRM 2225 (1972).

<sup>10</sup> This conclusion resolves the question of entitlement to gross backpay. The Regions should submit to Advice any cases that present the question whether an employee’s failure to seek or obtain interim employment because of an inability to satisfy the I-9 requirements affects net backpay.

obtained pursuant to a TRS application. INS can rely on such information only to make a determination of TRS eligibility and to punish an applicant for making false statements on the application.<sup>11</sup> An INS determination, therefore, that a discriminatee is not entitled to TRS under IRCA, would not satisfy an employer's burden to defeat reinstatement and backpay.

If an employer does proffer a final INS determination that discriminatee is not lawfully present and entitled to work, reinstatement would not be available under *Sure-Tan*. We conclude, however, that backpay should still be sought for the period prior to the final INS ruling, assuming that the discriminatee was in the U.S. and otherwise available for work during this period. In this regard, we note that the Supreme Court has not resolved this issue. That is, the discriminatees in *Sure-Tan* were deported prior to any backpay period, and thus the Court did not have to rule on whether backpay may be awarded for periods when a discriminatee was in the U.S. However, the Court has since suggested that backpay would be available. In *INS v. Lopez-Mendoza*,<sup>12</sup> the Court indicated that, under *Sure-Tan*, retrospective sanctions (presumably backpay) may be imposed against an employer by the NLRB for unfair labor practices involving illegal aliens. Moreover, backpay for such a period is appropriate because it should be presumed that a discriminatee is lawfully present and entitled to work until the contrary is shown. Thus, backpay should be awarded for any period during which that presumption was operative. Accordingly, even if an employer should satisfy its burden by proffering a final INS determination that a discriminatee is not lawfully present and entitled to be employed, it will have rebutted the presumption of legality only from that time forward. Therefore, although the discriminatee's reinstatement rights would be defeated, backpay would run until the date of the INS ruling.

## II. *Employees hired after November 6, 1986*

IRCA provides that an employer who knowingly employs an "unauthorized alien" who commenced employment after November 6, 1986 is subject to criminal sanctions. Accordingly, for employees hired after that date, employers must comply with the IRCA verification requirements by receiving from each employee his/her completed portion of the I-9 form and completing the employer portion of the form.

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<sup>11</sup> 8 U.S.C. Sec. 1255A(c)(5), "Adjustment of Status of Certain Entrants Before January 1, 1982, to That of Person Admitted for Lawful Residence . . . Confidentiality of Information."

<sup>12</sup> 468 U.S. 1032, 1047-8 n. 4 (1984).

In view of the foregoing, if the employer offers reinstatement to a discriminatee, and that discriminatee is unwilling to complete the employee portion of Form I-9, we would not require that the employer hire the discriminatee and we would not seek backpay for subsequent periods. The public policy of the U.S., as expressed in the criminal sanction provisions of IRCA, is that persons who do not file a Form I-9 are not to be employed. In keeping with that policy, we would not seek reinstatement for such persons.<sup>13</sup>

A contrary result is not required by the legislative history of IRCA. Concededly, that history indicates that IRCA was not intended to change existing law or to limit the remedial powers of the NLRB.<sup>14</sup> However, as the relevant committee report points out, *Sure-Tan* was the existing law and that decision itself limited the remedial powers of the NLRB. Clearly, Congress did not intend to overrule *Sure-Tan*. And, as noted supra, it is *Sure-Tan*, not IRCA, that limits the power of the NLRB to order reinstatement and backpay to an employee who is “entitled to be employed” in the U.S.

Even if the employee cannot or will not comply with the I-9 verification requirements and therefore cannot obtain reinstatement, we would, nonetheless, seek backpay for such an individual for any portion of the backpay period during which or she could meet the I-9 requirements. For such periods, an employer could not validly claim that it is subject to sanctions for having employed the employee.

Cases which present issues not resolved by this memoranda should be submitted to Advice.<sup>15</sup>

Rosemary M. Collyer  
General Counsel

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Release to the Public

MEMORANDUM GC 88-9

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<sup>13</sup> If the discriminatee does complete the form I-9, we would seek reinstatement. However, if the employer contends that it has a reasonable basis for believing that the documentation submitted with the form is fraudulent, the case should be submitted to Advice.

<sup>14</sup> H.R. Rep. No. 99-682, 99th Cong. 2d Sess., pt. 1, at 58 (1986); H.R. Rep. No. 99-682, 99th Cong. 2d Sess., pt. 2, 8-9 (1986).

<sup>15</sup> In particular, we note that this memorandum deals only with cases where an employee was unlawfully terminated. If the case involves other forms of discrimination (e.g., reduction in pay or reassignment), backpay may be available, even if the employee has been adjudicated to be an undocumented alien. See *Patel v. Quality Inn South*, 846 F.2d. 700 (11th Cir. 1988).

## **Appendix 4**

Sample letter to respondent setting forth backpay calculations

Dear Respondent:

As you know, the (Board's order; circuit court of appeal's judgment) in the above-captioned case, issued on (date), requires that the persons named therein be reimbursed for the wages they lost because of their discharge.

On the basis of information appearing in your records, we have computed the amount each of the discriminatees would have earned had they not been discharged.

As a result of our interviews with the discriminatees, further investigations, reports submitted to us by the Social Security Administration, and other sources, we have determined the amounts of money actually earned by the discriminatees in other employment during the backpay period and the amounts of expenses they incurred seeking and holding such employment during the backpay period.

The relevant earnings of the discriminatees have been reduced in the computation by the amount of their relevant expenses. The resulting sum was subtracted from the amount of money each of the discriminatees would have earned at (name of company) had they not been discharged. The remaining amount is the backpay due each of the discriminatees by your firm.

The amount of money the discriminatees would have earned at your company during the backpay period, from January 1, 1992, through July 31, 1992, was computed on the following basis:

All were testers in the testing department prior to their discharge, and each was paid \$10 an hour. An appropriate measure of the hours each of them would have worked is the average hours worked by all testers who remained in the employ of the company during the backpay period, excepting employees who worked less than 24 hours a week in any given week. The average hours worked by such employees are set forth in the attached tabulation entitled "Average Hours Worked by Testers, January 1—July 1, 1992."

We have noted that there was a wage increase of 50 cents per hour granted on April 1, 1992, to all other testers. In addition, we have noted that all testers received an annual bonus in February.

Gross backpay was computed by calendar quarters and consists, for each discriminatee, of rate of pay, adjusted by the increase noted above, multiplied by the average hours shown on the attached table, with the bonus payment added. Earnings from interim employment reduced by expenses were deducted from gross backpay to reach net backpay due.

The entire computation of net backpay due each of the discriminatees is set forth in Appendix A, attached hereto.

The total amount of backpay and interest due each of the discriminatees is as follows:

(List names of discriminatees with amounts due each)

Interest has been computed using the rates and method established by the Board, which we would be glad to further explain to you.

Please send checks to this office for the amounts indicated above, in the form of checks payable to the discriminatees. Taxes usually withheld from employee wages should be withheld, and transmitted to the appropriate tax authorities. These taxes do not apply to the interest that is due.

Payment of these amounts and your share of taxes as employer will be deemed full compliance with the backpay provisions of the (Board's order, court judgment), subject to the approval of the General Counsel.

If you have any questions, or if you wish to discuss this computation, may I suggest that we meet in my office on (date and time.) If this is inconvenient, kindly telephone me so that we may make other arrangements.

Very truly yours,

Regional Director

## Appendix 5

Notice to potential successor of pendency of  
unfair labor practice proceedings

Ms. Edwina Entrepreneur, President  
Smallcorp Company, Inc.  
1111 Acquisition Avenue  
Lake Success, New York

Re: NiceCo Enterprises, Inc.  
Case 00-CA-0000  
(C.A. 2, No. 84-0000)

Dear Ms. Entrepreneur:

We are advised that Smallcorp Company, Inc. is contemplating the acquisition of NiceCo Enterprises, Inc. [or of specific assets, etc.], which is a party respondent to litigation with the National Labor Relations Board currently pending before the United States Court of Appeals for the Second Circuit [or United States District Court, or Board, as appropriate]. This is to advise you of the instant proceedings involving NiceCo, which are more fully described in the enclosed [describe papers]. The [potential] back-pay liability at issue is approximately [amount]. [Describe other relief being sought, e.g., reinstatement, if any].

(If applicable): Please note that any failure of Smallcorp to comply with (or violation of) the terms of the enclosed Restraining Order, particularly as set forth in paragraph(s) \_\_\_\_\_ thereof, may potentially result in the imposition of monetary or other sanctions, as set forth in paragraph(s) \_\_\_\_\_ of the Order, against Smallcorp or its agents. Should you have any questions concerning this matter, please feel free to contact [name] of this office at [telephone number]. Thank you for your attention.

Very truly yours,

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Regional Director

## Appendix 6

### Financial Questionnaire

Case Name:

Case Number:

(1-For Profit ( ))

Name (Debtor) \_\_\_\_\_ Type (2-Not for Profit ( ))

2. Business Address \_\_\_\_\_  
Street City State

**Note: Attach schedule of all business addresses**

3. Foreign \_\_\_\_\_ Domestic \_\_\_\_\_

4. State-Incorporation \_\_\_\_\_ Date-Incorporation \_\_\_\_\_

Licensed to do business in \_\_\_\_\_

5. Name Registered Agent \_\_\_\_\_

6. Address Registered Agent \_\_\_\_\_

7. Names and address of principal stockholders. Indicate the ownership of 75% of the stock of the Corporation. Number of shares owned by each. \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

(6) \_\_\_\_\_

(7) \_\_\_\_\_

(8) \_\_\_\_\_

8. (A) Names and addresses of current officers and number of shares held by each. Term expires on \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

- (B) Names and addresses of current members of Board of Directors. Term expires on \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

9. (A) Registration on National or Local Stock Exchange(s). (Give details, including date of registration and/or delisting.)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

- (B) Total authorized shares of each type issued and present market value per share of each type of stock.

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(C) Total outstanding shares of each type stock currently being held as Treasury Stock.

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(D) Total outstanding shares of each type of stock. Amount of bonded debt and principal bondholders.

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10. List states and municipalities to which taxes have been paid and/or are being paid. Describe nature and amount of such taxes, state most recent year of payment thereof and whether tax payments are current.

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11. Has this corporation filed United States Corporate Income Tax Returns during the last 3 years? Yes. ( ) No. ( )

To what I.R.S. Office(s)? \_\_\_\_\_  
What years? \_\_\_\_\_

Are Federal Taxes Current? Yes ( ) No ( )

12. Name and Address of

(a) Corporation's independent certified public accountants

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Corporate Attorney(s) retained by Corporation from \_\_\_\_\_ to  
\_\_\_\_\_

13. Does this Corporation have a Profit and Loss Statement and Balance Sheet for the most recent calendar or fiscal year and for specified past years? Past years ( ) ( ) ( ). If (Yes) submit one copy of each. Submit audited documents if available.

14. Does this Corporation maintain bank accounts: Give names and addresses of bank, savings and loan associations, and other such entities, within the United States or located elsewhere. Indicate name and number of accounts and current balances.

(A) Checking Account(s) \_\_\_\_\_

(B) Savings Account(s) \_\_\_\_\_

(C) Other Account(s) \_\_\_\_\_

(D) Savings and Loan Associations or other such Entities \_\_\_\_\_

(E) Trust Account(s) \_\_\_\_\_

(F) Other Account(s) \_\_\_\_\_

15. List all commercial paper, negotiable or non-negotiable, in which the Corporation has any interest whatsoever, presently in transit or in the possession of any banking institution. Describe such paper and the Corporation's interest therein, and state its present location. List all

accounts and loans receivable in excess of \$300 and specify if due from an officer, stockholder, or director.

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16. From personal knowledge of President, Vice President, or Chairman of the Board, for the last taxable year, indicate in round figures:

(A) Gross Income \$ \_\_\_\_\_

(B) Expenses (Fixed & Current)\$ \_\_\_\_\_

(C) Net Profit After Taxes \$ \_\_\_\_\_

(E) (List approximate totals):

Payables: \$\_\_\_\_\_ Receivables: \$\_\_\_\_\_

17. Is this Corporation presently:

(A) Active

(Answer No if inactive but still

in existence) Yes ( ) No ( )

(B) Void and/or terminated by Yes ( ) No ( )

State authority

(C) Otherwise dissolved Yes ( ) No ( )

1. Date \_\_\_\_\_

2. By Whom \_\_\_\_\_

3. Reason \_\_\_\_\_

18. (A) List corporate salaries to and/or drawing of the following personnel for the last three taxable years:

Specify Year

(Year) (Year) (Year)

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

President \_\_\_\_\_

Chairman/Board \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

- (B) List five most highly compensated employees or officers other than above, describe position and set forth salary and/or bonus for last three taxable years:

Specify Year

(Year) (Year) (Year)

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

- (C) Describe the nature of the compensation paid to the persons listed in (A) and (B) above and set forth any stock options, pensions, profit sharing, royalties, or other deferred compensation rights of said persons.

19. List corporate commercial activity (fields of activity resulting in income) Prime:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

20. List all other supplementary fields of activity in which this corporation is engaged, either directly, through subsidiaries, or affiliates, stating the name(s) and state(s) of incorporation of such subsidiaries or affiliates.

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21. Has this Corporation at any time been the subject of any proceeding under the provisions of any State Insolvency Law, or the Federal Bankruptcy Laws. If so, supply the following information as to each such proceeding:

(A) Date (Commencement)

(B) Date (Termination)

(C) Discharge or other disposition, if any, and operative effect there of:

(D) State Court \_\_\_\_\_ Federal Court \_\_\_\_\_  
County District

(E) Docket No.

22. (A) List all real estate and personality of an estimated value in excess of \$500,000, owned or under contract to be purchased by this Corporation and where located:

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(B) List and describe all judgments, recorded and unrecorded:

- (1) Against the Corporation
- (2) In favor of the Corporation

(C) List and describe all other encumbrances against real estate owned by the Corporation: (including but not limited to mortgages, recorded or unrecorded:

(D) List and describe all other encumbrances (including but not limited to Security Interest, whether perfected or not) against any such personality owned by the Corporation as is listed in 22(A) above:

(E) List and describe location of real estate, including real estate being purchased under contract, with name and address of seller and contract price:

23. List all life insurance, now in force or any on all officers, directors, and/or "key" employees, setting forth fact amounts, names of life insurance companies and policy numbers where this Corporation has an "insurable interest," and/or is paying the premium or part of same. Where applicable indicate under which policy(s) this Corporation is a beneficiary, type policy(s), yearly premium, and location of policy(s).

**Appendix 7**

[send on regional letterhead]

**CUSTOMER NOTICE**

Dear \_\_\_\_\_;  
(Customer)

Records or information concerning your transactions held by the financial institution named in the attached subpoena are being sought by the National Labor Relations Board in accordance with the Right To Financial Privacy Act of 1978, 12 U.S.C. Sections 3401–3422, for the following purpose(s):

\_\_\_\_\_  
\_\_\_\_\_  
(describe legitimate law enforcement inquiry)

If you desire that such records or information not be made available, you must:

- (1) Fill out the accompanying motion paper and sworn statement (as indicated by the instructions beneath each blank space) or write one of your own, stating that you are the customer whose records are being requested by the Government, and either giving the reasons you believe that the records are not relevant to the legitimate law enforcement inquiry stated in this notice or any other legal basis for objecting to the release of the records.
- (2) File the motion and sworn statement by mailing or delivering them to the Clerk of any one of the following United States District Courts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(It would simplify the proceeding if you would include with your motion and sworn statement a copy of the attached summons, subpoena or formal written request, as well as a copy of this notice.)

- (3) Serve the Government authority requesting the records by mailing (by registered or certified mail) or by delivering a copy of your motion and sworn statement to \_\_\_\_\_

\_\_\_\_\_.

- (4) Be prepared to come to court and present your position in further detail.
- (5) You do not need to have a lawyer, although you may wish to employ one to represent you and protect your rights. If you do not follow the above procedures, upon the expiration of ten days from the date of service or fourteen days from the date of mailing of this notice, the records or information requested therein may be made available. These records may be transferred to other Government authorities for legitimate law enforcement inquiries, in which event you will be notified after the transfer.

Very truly yours,

(include name and title of  
official, address and telephone number)

Dated:

Enclosures: Subpoena (not included)  
Motion Form  
Sworn Statement Form

FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_  
(name of district) (state in which  
court is located)

\_\_\_\_\_ hereby moves this Court,  
(your name)

My financial records are held by \_\_\_\_\_.  
(name of financial institution)

Respectfully submitted,

_____	_____
_____	(signature)
(address)	_____
_____	(name)
(telephone number)	_____

[CERTIFICATE OF SERVICE]

I have mailed or delivered a copy of this motion and the attached  
sworn statement to \_\_\_\_\_

(name of official listed at  
item 3 of Customer Notice)

on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature)

IN THE UNITED STATES DISTRICT COURT

FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_  
(name of district) (state in which  
court is located)

_____ )	
(customer's name) )	
)	
Movant, )	No. _____
v. )	(will be filled in by court clerk)
_____ )	
National Labor Relations Board, )	SWORN STATEMENT OF
)	MOVANT
Respondent. )	

I, \_\_\_\_\_, am presently/was previously  
(customer's name) (indicate one)

a customer of \_\_\_\_\_,  
(name of financial institution)

and I am the customer whose records are being requested by the Govern-  
ment.

The financial records sought by the National Labor Relations Board  
are not relevant to the legitimate law enforcement inquiry stated in the  
Customer Notice that was sent to me because

\_\_\_\_\_

\_\_\_\_\_, [and/or]

should not be disclosed because there has not been substantial compliance  
with the Right to Financial Privacy Act of 1978 in that

\_\_\_\_\_

\_\_\_\_\_, [and/or]

should not be disclosed on the following other legal basis:

---

---

(you may draft your own sworn statement if you require additional space)

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_, 19\_\_\_\_  
(Date) (Signature)

**Appendix 8**

[send on regional letterhead]

**CERTIFICATE OF COMPLIANCE WITH THE RIGHT TO  
FINANCIAL PRIVACY ACT OF 1978**

To: \_\_\_\_\_  
(name of financial institution)

Re: Request for information concerning

\_\_\_\_\_  
(account number and customer name)

I hereby certify, pursuant to Section 1103(b) of the Right to Financial Privacy Act of 1978, 12 U.S.C. Sec. 3403(b), that the provisions of the Act have been complied with as to the above request for account information and that good faith reliance upon this certificate relieves your institution and its agents and employees of any liability to the customer in connection with the disclosure of this account information.

\_\_\_\_\_  
\_\_\_\_\_  
(name and title of official)

Dated:

\_\_\_\_\_  
(signature)  
NATIONAL LABOR RELATIONS BOARD

**Appendix 9**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region \_\_\_\_

ABC COMPANY

and

Case \_\_\_\_\_

XYZ UNION

STIPULATION CONSENTING TO AMOUNT OF BACKPAY,  
SCHEDULE FOR PAYMENT AND THE ENTRY OF A  
SUPPLEMENTAL BOARD ORDER AND CONSENT JUDGMENT

IT IS HEREBY STIPULATED AND AGREED, by and between ABC Company (the Respondent), XYZ Union (the Union), and the General Counsel of the National Labor Relations Board, that:

1. On \_\_\_\_\_, the National Labor Relations Board (the Board), issued its Decision and Order (\_\_\_\_ NLRB \_\_\_\_ ) directing the Respondent to, inter alia, make whole employees \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ for any loss of earnings such employees may have suffered by reason of the Respondent's unfair labor practices in violation of Section 8(a)(3) of the National Labor Relations Act, as amended (the Act).
2. On \_\_\_\_\_, the United States Court of Appeals for the \_\_\_\_\_ Circuit entered its judgment in Civil No. \_\_\_\_\_, enforcing in full the Board's Order referred to above in paragraph 1.
3. A controversy having arisen concerning the amount of backpay due under the terms of the above Decision and Order of the Board, the Regional Director for Region \_\_\_\_\_, pursuant to authority conferred by the Board, issued a Compliance Specification and Notice of Hearing on \_\_\_\_\_, which was later supplemented by Amendments to Compliance Specification, issued on \_\_\_\_\_, and \_\_\_\_\_, receipt of which are hereby acknowledged, alleging that the above-named employees were due certain sums of money as a result of their losses occasioned by the Respondent's unfair labor practices.

4. On \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, respectively, the Respondent filed its Answer, Supplemental Answer and Amended Answer, admitting in part, and denying in part, the allegations of the Compliance Specification and Amendments thereto.

(Note: The Respondent's Answer, etc., if filed, should become a part of the record only if the Respondent insists; preferably, it should be withdrawn.)

5. All parties hereto waive the filing of answer, hearing, Administrative Law Judge's Decisions, the filing of exceptions and briefs, oral argument before the Board, the making of findings of fact or conclusions of law by the Board, and all further and other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

(Note: Delete "answer" if the Respondent insists that its Answer become part of the record.)

6. This Stipulation, together with the Board's Decision and Order reported at \_\_\_\_ NLRB \_\_\_\_, the Court Judgment referred to above in paragraph 2, the Compliance Specification and Notice of Hearing and Amendments thereto referred to above in paragraph 3, [include affidavits of service of Compliance Specification and Notice of Hearing if service and receipt by the parties have not been acknowledged above in paragraph 3], the Answer [Supplemental Answer] [Amended Answer] referred to above in paragraph 4, [answer(s) only to be included if the Respondent insists], and Security Agreement, all of which documents are attached hereto, shall constitute the entire record herein.

7. Following the issuance of the Compliance Specification and Notice of Hearing and Amendments thereto referred to above in paragraph 3, the Respondent, the Union, and the General Counsel of the Board, acting through their respective counsel, reached agreement on the amount of back-pay due and owing under the terms of the aforesaid Decision and Order of the Board, as enforced by the Court of Appeals for the \_\_\_\_\_ Circuit. Said agreement has been reduced to writing in this Stipulation and based upon it, the obligation of the Respondent to make whole employees under the Board's Decision and Order and the Judgment of the United States Court of Appeals for the \_\_\_\_\_ Circuit will be discharged by payment to the employees named in the Schedule below of the amounts set opposite their names in that Schedule, on the dates indicated, plus interest accrued to the date of payment, as set forth, minus the tax withholdings required by the Federal and State laws.

8. Upon this Stipulation and the record herein, as described in paragraph 6 above, and without any further notice of proceedings herein, the Board

may enter a Supplemental Order forthwith providing as follows: The Respondent, ABC Company, its officers, agents, successors, and assigns, shall: Take the following affirmative action to effectuate the policies of the National Labor Relations Act, as amended:

(a) Make whole the following employees for loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names and at the times set forth in the schedule that follows. In consideration of timely payment of all but the final installment of the amounts due each employee in accordance with such schedule, plus interest, payment of said final installment is hereby waived; but if any installment other than the final installment is not paid on or before the date due, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).

SCHEDULE

Employee	Date of Payment	Backpay	Interest	Total

(b) Within 10 days of entry of the Board's Supplemental Order, the Respondent shall provide the Board with a security interest in all real property, fixtures, equipment, machinery, vehicles, inventory, accounts receivable, and bank accounts owned by the Respondent or any of its affiliates; in the proceeds of such collateral; and, in all increases, substitutions, replacements, additions, and accessions to such collateral. To evidence such interest, the Respondent agrees to execute simultaneously herewith the annexed Security Agreement, mortgages, and financing statements. The Respondent shall be responsible for, and bear all expenses relating to, providing such security, including the recording thereof.

9. The United States Court of Appeals for any appropriate circuit may, upon application by the Board, enter its judgment enforcing the Supplemental Order of the Board, in the form set forth in paragraph 8 hereof. The Respondent waives all defenses to the entry of the judgment, including compliance with the Supplemental Order of the Board, and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words and figures set forth in paragraph 8 hereof. However, the Respondent shall be required to comply with the affirmative provisions of the Board's Supplemental Order after entry of the judgment only to the extent that it has not already done so.

10. This Stipulation contains the entire agreement between the parties, there being no agreement of any kind, verbal or otherwise, that varies, alters, or adds to it.

11. This Stipulation, together with the other documents constituting the record, as described in paragraph 6 above, shall be filed with the Board. The Stipulation is subject to the approval of the Board and it shall be of no force and effect until the Board has granted such approval. Upon the Board's approval of the Stipulation, the Respondent will immediately comply with the provisions of the Supplemental Order as set forth in paragraph 8 hereof.

Signed at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

ABC COMPANY

By: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, 19\_\_\_\_  
(Date)

Signed at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

XYZ UNION

By: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, 19\_\_\_\_  
(Date)

Signed at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

Approval by the General Counsel recommended:

\_\_\_\_\_  
John Smith  
Attorney, Region \_\_\_\_  
National Labor Relations Board  
[address]  
[date]

Approved:

\_\_\_\_\_  
Office of the General Counsel  
National Labor Relations Board  
Washington, D.C. 20570

\_\_\_\_\_  
(Date)

## Appendix 10

### Sample Security Agreement

Pursuant to the Stipulation dated \_\_\_\_\_, and \_\_\_\_\_, 19\_\_\_\_, ABC Company (the Debtor) and the National Labor Relations Board (the Board), agree:

1. As collateral security for the payment of all monies due, or which may become due, under the Decision and Order of the Board (\_\_\_\_ NLRB \_\_\_\_), enforced by the Circuit Court of Appeals judgment of \_\_\_\_\_ in Civil No. \_\_\_\_\_ and the above-referenced Stipulation, and in consideration of the settlement of the pending litigation between the parties, Debtor grants to the Board a security interest in the following collateral owned by Debtor or its affiliates, including \_\_\_\_\_ and \_\_\_\_\_.

A. All real property, including but not limited to: \_\_\_\_\_ and \_\_\_\_\_ (legal description of properties should be included);

B. All fixtures, equipment, machinery, vehicles, inventory, accounts receivable, and bank accounts;

C. All proceeds from the above collateral; and,

D. All increases, substitutions, replacements, additions and accessions to the above collateral.

2. Debtor shall provide the Board with written notice, to the Board's Regional Office in \_\_\_\_\_, within 10 days thereof, of all material increases, substitutions, replacements, additions, and accessions to the above collateral; of any changes in the Debtor's place of business; and, of the opening of any new places of business, including businesses run by wholly owned subsidiaries.

3. To the extent applicable, the Uniform Commercial Code of the State in which the collateral is located shall govern the security interests provided for herein. Debtor shall take such steps and execute and deliver such financing statements, mortgages, and other documents required by the Code, other applicable laws, or as the Board may from time to time request.

4. Excepting security interests recorded prior to \_\_\_\_\_, Debtor shall not pledge, mortgage, create, or suffer to exist a security interest in any

of the above collateral in favor of any other party other than the Board or dispose of any of the above collateral without the prior written consent of the Board.

5. Debtor shall keep the collateral in good condition and repair, reasonable wear and tear excepted, and will permit the Board and its agents to inspect the collateral at any time. Debtor will insure the collateral against all hazards requested by the Board, in form and amount satisfactory to the Board. If Debtor fails to obtain insurance, the Board shall have the right to obtain it at Debtor's expense. Debtor assigns to the Board all right to receive proceeds of insurance not exceeding the unpaid balance due, directs any insurer to pay all proceeds directly to the Board, and authorizes the Board to endorse any draft for the proceeds.

6. Debtor shall pay when due all taxes that are or may become a lien on the property and shall defend the collateral against the claims and demands of all persons. Debtor shall notify the Board in writing within 5 days after service on it of any summons or other process or notice issued in any action, suit, proceeding, or in which any judgment, decree order, or determination may affect or result in any lien or charge on any of the above collateral.

7. All advances, charges, costs, and expenses, including attorneys' fees, incurred or paid by the Board in exercising any right, power, or remedy conferred by this agreement, or in the enforcement thereof, shall become part of the indebtedness secured hereunder and shall be paid to the Board by the Debtor immediately and without demand.

8. Upon default by Debtor in the performance of any covenant or agreement herein or in the discharge of its liability to the Board under the \_\_\_\_\_ Circuit's judgment in Civil No. \_\_\_\_\_ or the above-referenced Stipulation, the Board shall have all of the rights and remedies provided under the Uniform Commercial Code of \_\_\_\_\_, Federal Debt Collection Procedures Act of 1990 (28 U.S.C. 3201), or other applicable law and all rights provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The Board may require Debtor to assemble the collateral and make it available to the Board at a place to be designated by the Board that is reasonably convenient to the Board and Debtor. Any notice of sale, disposition, or other intended action by the Board, mailed to Debtor at the address shown on the Board's records, at least 5 days prior to such action, shall constitute reasonable notice

to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default.

9. All obligations of Debtor hereunder shall bind its officers, agents, successors, and assigns.

This Agreement is executed on \_\_\_\_\_, 19\_\_\_\_.

NATIONAL LABOR RELATIONS BOARD   ABC COMPANY

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

## Appendix 11

### Sample Request for Notice

XXX - Regional Director  
National Labor Relations Board, Region X  
Address  
Telephone number

### UNITED STATES BANKRUPTCY COURT DISTRICT OF X

_____	)	No. _____
In re	)	
	)	
	)	
	)	
Debtor.	)	
	)	
_____	)	

### REQUEST FOR NOTICE

Pursuant to Local Rule [ ] and Rules 2002(d) and 2002(e) of the Bankruptcy Rules, the National Labor Relations Board - Region X, a creditor in the above entitled bankruptcy case, hereby requests that all matters which must be noticed to creditors, any creditors' committees, and any other parties-in-interest (Rules 2002(b) and (c)), whether sent by the Court, the debtor, or any other party in the case, be sent to the address listed below, and that the following be added to the Court's Master Mailing list:

XXX - Regional Director  
National Labor Relations Board  
Region X  
Address

By \_\_\_\_\_  
XXX Regional Director  
National Labor Relations Board

Dated: \_\_\_\_\_

## Appendix 12

### Sample Request for Disclosure Statement and Plan of Reorganization

XXX—Regional Director  
National Labor Relations Board, Region X  
Address  
Telephone number

#### UNITED STATES BANKRUPTCY COURT DISTRICT OF X

		No. _____
In re	)	
	)	
	)	
	)	
Debtor.	)	
	)	
	)	

#### REQUEST FOR DISCLOSURE STATEMENT AND PLAN OF REORGANIZATION

Pursuant to Local Rule [] and Rule 3017(a) of the Bankruptcy Rules, the National Labor Relations Board, Region X, a creditor in the above-captioned bankruptcy case, hereby requests that the Board be served with copies of any Disclosure Statement and Plan of Reorganization filed with this Court by any party in the case, at the address listed below:

XXX—Regional Director  
National Labor Relations Board  
Region X  
Address

By \_\_\_\_\_  
XXX Regional Director  
National Labor Relations Board

Dated: \_\_\_\_\_

### Appendix 13

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION \_\_\_\_

Acme Mattress Co., et al.<sup>1</sup>

and

Case \_\_\_\_\_

Floyd A. Littlejohn,  
an Individual

#### STIPULATION

The following matters are stipulated by and between respective counsel for both the Respondent and the General Counsel for the National Labor Relations Board:

1. The Respondent has not been able to reach agreement with the Board concerning the amount of backpay due Floyd A. Littlejohn (or the liability of \_\_\_\_\_ Co., as successor to \_\_\_\_\_ Co., for the backpay XYZ was ordered to pay Floyd Littlejohn herein) under the terms of this Order. Accordingly, the Respondent reserves the right to a hearing before an administrative law judge to determine the amount of backpay due in this case (or the compliance issue described herein). The Respondent further reserves its right to have the decision of the administrative law judge following such hearing, reviewed by the Board in due course, and its right to seek review of the Board determination by a Federal court of appeals. In the event the Respondent seeks such review, it is understood the only issue before the Board or court will be the amount of backpay due Floyd A. Littlejohn (or the compliance issue described herein), all other issues having been waived as set forth in paragraph 2, below.

2. The Respondent hereby waives its right under Section 10(e) and (f) of the Act (29 U.S.C. 160(e) and (f)) to contest either the propriety of the Board's Order issued on December 30, 19\_\_\_\_ or the findings of fact and conclusions of law underlying that Order.

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<sup>1</sup> The case caption should include any other respondents in the underlying proceeding; the stipulation should be executed by all respondents, absent unusual circumstances.

3. The Regional Director for Region \_\_\_\_ may issue an order setting a date for hearing before an administrative law judge to determine the amount of backpay due in this case (or the compliance issue described in paragraph 2 hereof).

Dated: \_\_\_\_\_  
Respondent

Dated: \_\_\_\_\_  
Respondent

Recommended:

Dated: \_\_\_\_\_  
Board Agent, NLRB

Approved:

Dated: \_\_\_\_\_  
Regional Director, Region \_\_\_\_  
National Labor Relations Board

**Appendix 14**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 15

ACME MATTRESS CO.

and

SLEEPWELL, INC.

and

Case 15–CA–251

FLOYD A. LITTLEJOHN,  
an Individual, et al.

MATTRESS WORKERS' UNION  
OF AMERICA, Unaffiliated

and

Case 15–CB–17

FLOYD A. LITTLEJOHN,  
an Individual, et al.

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Decision and Order (\_\_\_\_ NLRB No. \_\_) on November 29, 19\_\_, directing Acme Mattress Co., its officers, agents, successors, and assigns, herein individually called Respondent Acme, and Mattress Workers Union of America, Unaffiliated, its officers, agents, and representatives, herein individually called Respondent Union, to take certain affirmative action, including that of making Floyd A. Littlejohn, Susan Fine, and Emma Lewis whole for any loss of pay or benefits they may have suffered as a result of Respondent Acme's and Respondent Union's unfair labor practices in violation of Section 8(a)(3) and 8(b)(2) of the Act.

On February 28, 19\_\_, the United States Court of Appeals for the Fifth Circuit in Case No. ZZ-1293, entered its judgment enforcing the Board's Order. [or]

On February 28, 19\_\_, Respondent Acme, Respondent Union, and Sleepwell, Inc., herein individually called Respondent Sleepwell, and collectively called Respondents, entered into a Stipulation waiving their right under Section 10(e) and (f) of the Act (29 U.S.C. 160 (e) and (f)) to contest either the propriety of the Board's Order or the findings of fact and conclusions of law underlying said Order, and providing for a compliance hearing to resolve any disputes concerning the amount of backpay due under the terms of the Order and whether Respondent Sleepwell is a successor of Respondent Acme and is jointly or severally liable with Respondent Acme and Respondent Union to pay the backpay due under the Order.

As controversies presently exist over whether Respondent Sleepwell is a successor to Respondent Acme, and as to the liability of Respondent Sleepwell to fulfill the remedial obligations of the Board's Order [as enforced]; and over the amounts of backpay due under the Board's Order [as enforced], the Regional Director of the National Labor Relations Board for Region 15, pursuant to the authority duly conferred upon him/her by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. At all material times, and continuing until about October 14, 19\_\_, Respondent Acme, a corporation, with an office and place of business in New Orleans, Louisiana, was engaged in the manufacture of mattresses.
2. Since about October 14, 19\_\_, and continuing to date, Respondent Sleepwell, a corporation, with an office and place of business in New Orleans Louisiana, has been engaged in the manufacture of mattresses.
3. About October 14, 19\_\_, Respondent Sleepwell purchased the business of Respondent Acme, and since then has continued to operate the business of Respondent Acme in basically unchanged form.
4. Before engaging in the conduct described above in paragraph 3, Respondent Sleepwell was put on notice of Respondent Acme's potential liability in Board Case 15-CA-251 by the disclosures contained in the Purchase and Sale Agreement dated October 11, 19\_\_, entered into between Respondent Acme and Respondent Sleepwell about October 11, 19\_\_.
5. Based on the conduct and operations described above in paragraphs 3 and 4, Respondent Sleepwell has continued the employing entity with

notice of Respondent Acme’s potential liability to remedy its unfair labor practices, and is a successor to Respondent Acme.

6. The gross backpay due the discriminatees, Floyd A. Littlejohn, Susan Fine, and Emma Lewis, is the amount of earnings they would have received but for the discrimination against them.

7. An appropriate measure of the gross backpay for each discriminatee is the product of the adjusted weekly average hours worked by all testers employed by Respondent Acme in each calendar quarter of the backpay period multiplied by the wage rates each discriminatee would have received plus the vacation pay and Christmas bonuses each individual would have received in appropriate quarters of the backpay period.

8. The adjusted weekly average hours of testers is the weekly average based on the hours of all testers employed by Respondent Acme during each week of the backpay period who worked 24 hours or more in a week, adjusted to a straight- (or regular-) time basis by converting all overtime hours to straight time at the rate of 1 overtime hour equaling 1-1/2 straight-time hours.

9. The adjusted average hours of testers as defined above during the calendar quarters of the backpay period were as follows: [or are set out in Appendix X.]

Year and Quarter	Week Ending	Number of Testers	Total Hours	Average Hours
A. 19xx —1	1-6	6	240	40
	1-13	6	276	46
	[etc. to]			
	3-31	10	400	40
.....				40
B. 19xx —2	4-7	15	660	44
	4-14	15	600	40
	[etc. to]			
	6-30	18	576	32
.....				44

[Data are provided only to illustrate the pattern to follow. An actual specification would list the data for every week of every calendar quarter to the extent required by the maximum backpay period.]

10. During the backpay period, Respondent Acme gave two general wage increases to all testers as follows:

July 1, 19__	25 cents
June 30, 19__	25 cents

11. Each of the discriminatees was entitled to \$250 vacation pay in July of each year of the backpay period and \$50 Christmas bonus in December of each year of the backpay period.

12. Calendar quarter net interim earnings is the difference between calendar quarter interim earnings and calendar quarter interim expenses.

13. Calendar quarter net backpay is the difference between calendar quarter gross backpay and calendar quarter net interim earnings.

14. During the backpay period, Respondent Acme maintained medical, dental, and life insurance for its employees.

15. Each discriminatee is entitled to reimbursement for medical, dental, and life insurance premiums for replacement coverage he or she obtained during the backpay period, and for medical and dental expenses to the extent that he or she would have been compensated for such expenses under Respondent Acme's medical and dental insurance, less amounts paid by any other medical and dental policy under which he or she had coverage.

16. The total net backpay due each discriminatee is the sum of the calendar quarter amounts of net backpay and expenses due him or her.

17. *Floyd A. Littlejohn*:

a. Littlejohn's backpay period begins January 1, 19\_\_ [when he was discriminatorily discharged], and ends July 29, 19\_\_ [when he returned to work for Respondent Acme].

b. It is admitted that Littlejohn was unavailable for employment due to illness from February 1, 19\_\_, through February 7, 19\_\_.

c. Littlejohn's rate of pay immediately prior to the unfair labor practices of Respondent Acme and Respondent Union was \$6.10 per hour. He would have been paid during the backpay period at the rates set forth below:

January 1, 19\_\_, through June 30, 19\_\_: \$6.10 per hr.  
July 1, 19\_\_, through June 29, 19\_\_: \$6.35 per hr.  
June 30, 19\_\_, through July 28, 19\_\_: \$6.60 per hr.

d. Littlejohn's gross backpay by calendar quarter is set forth in Appendices A-1 through A-7, and is summarized in Appendix B.

e. Interim earnings for Littlejohn by calendar quarter are admitted as set forth in Appendix A, and as summarized in Appendix B. [See Sec. 10624.1 for nondeductible interim earnings.]

f. Littlejohn's interim expenses are as set forth in Appendices A-1 through A-7, and as summarized in Appendix B.

g. The amounts of the medical, dental, and life insurance premiums and medical and dental expenses incurred by Littlejohn are as set out in Appendices A-1 through A-7, and as summarized in Appendix B.

18. *Susan Fine*:

a. Susan Fine's backpay period begins January 1, 19\_\_ [when she was discriminatorily discharged], and ends August 2, 19\_\_ [when she failed to respond to an offer of reinstatement tendered by Respondent Acme].

b. It is admitted that Fine was unavailable for employment due to maternity leave from December 2, 19\_\_, through June 1, 19\_\_.

c. Fine's rate of pay immediately prior to the unfair labor practices of Respondent Acme and Respondent Union was \$6 per hour. She would have been paid, during the backpay period, at the rates set forth below:

January 1, 19\_\_, through June 30, 19\_\_: \$6.00 per hr.  
July 1, 19\_\_, through June 29, 19\_\_: \$6.25 per hr.  
June 30, 19\_\_, through August 2, 19\_\_: \$6.50 per hr.

d. Fine's gross backpay by calendar quarter is set forth in Appendix C.

e. Interim earnings for Fine by calendar quarter are admitted as set forth in Appendix C. [See sec. 10624.1 for nondeductible interim earnings.]

f. Fine's interim expenses are as set forth in Appendix C.

g. The amounts of the medical, dental, and life insurance premiums and medical and dental expenses incurred by Fine are as set out in Appendix C.

19. *Emma Lewis*:

[Alternative language appropriate for backpay allegations for a single discriminatee.]

a. The gross backpay due Emma Lewis is the amount of earnings she would have received but for the discrimination against her.

b. The backpay period for Lewis commences on January 1, 19\_\_, when she was discriminatorily discharged, and ends August 31, 19\_\_, when she withdrew from the job market to become a full-time student.

c. An appropriate measure of the gross backpay for Lewis consists of the average weekly regular (straight-time) and overtime (time and a half) hours worked by her prior to her discharge multiplied by the wage rates she would have received, plus the vacation pay she would have accumulated, for each calendar quarter of the backpay period.

d. The weekly average regular and overtime hours for Lewis by calendar quarter is based on the regular and overtime hours worked by her during the 13-week period immediately prior to her discharge, a representative period, for weeks during which she worked 24 hours or more, as set forth below [or in an appendix]. The weekly average hours worked by Lewis prior to her discharge are 40 regular hours and 2 overtime hours per week.

Week Number	Week Ending	Regular Hours	Overtime Hours
1	12/30/ww	Not Representative	
2	12/23/ww	40	3
3	12/16/ww	40	1
4	12/9/ww	40	2
5	12/2/ww	40	0
6	11/25/ww	Not Representative	
7	11/18/ww	40	4
8	11/11/ww	40	2
9	11/4/ww	40	0
10	10/28/ww	40	3
11	10/21/ww	40	4
12	10/14/ww	40	1
13	10/7/ww	40	2
Total:	11 weeks	440	22
Average:		40	2

e. During the backpay period, Respondent Acme gave a general wage increase of 25 cents per hour to all employees in Lewis' job classification on July 1, 19\_\_.

f. Lewis' rate of pay immediately prior to her discharge was \$6.25 per hour. She would have been paid, during the backpay period, at the rates set forth below:

January 1, 19\_\_, through June 30, 19\_\_: \$6.25 per hr.  
July 1, 19\_\_, through August 31, 19\_\_: \$6.50 per hr.

g. During the backpay period, Respondent maintained a policy for its employees which provides for employees to accumulate vacation pay at the rate of 2 hours per weekly pay period multiplied by the employee's current rate of pay. Lewis is entitled to this vacation pay as set forth in Appendix D.

h. Gross backpay for Lewis by calendar quarter is set forth in Appendix D.

i. Interim earnings for Lewis by calendar quarter are admitted as set out in Appendix E.

j. Lewis' interim expenses are as set out in Appendix E.

k. Calendar quarter net interim earnings is the difference between calendar quarter interim earnings and calendar quarter interim expenses.

l. Calendar quarter net backpay is the difference between calendar quarter gross backpay and calendar quarter net interim earnings as set forth in Appendix E.

m. During the backpay period, Respondent maintained medical, dental, and life insurance for its employees.

n. Lewis is entitled to reimbursement for medical, dental, and life insurance premiums for replacement insurance coverage she obtained during the backpay period, and for medical and dental expenses to the extent that she would have been compensated for such expenses under Respondent's medical and dental insurance, less amounts paid by any other medical and dental policy under which she had coverage. The amounts of the medical, dental, and life insurance premiums and medical and dental expenses incurred by Lewis are as set out in Appendix F.

o. The total net backpay due Lewis is the sum of the calendar quarter amounts of net backpay and expenses due her as set forth in Appendix F.

20. Summarizing the facts and calculations specified above, Respondent Acme, Respondent Sleepwell, and Respondent Union are jointly and severally liable for the backpay due Floyd A. Littlejohn, Susan Fine, and Emma Lewis as described above. The obligation of the Respondents to make whole these employees under the Board Order [and court judgment] will be discharged by payment to them of the amounts set opposite their names below, plus interest accrued to the date of payment pursuant to such Order [and judgment], minus the tax withholding required by Federal and state laws:

Floyd A. Littlejohn	\$15,195.00
Susan Fine	\$3,029.25
Emma Lewis	\$3,290.00

PLEASE TAKE NOTICE that commencing at \_\_\_\_ a.m. on \_\_\_\_ day of \_\_\_\_\_, 19\_\_, and on consecutive days thereafter a hearing will be conducted at [place of hearing] before a duly designated administrative law judge of the National Labor Relations Board on the allegations set

forth in the above specification, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, the Respondents shall, within 21 days from the date of the specification, file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the specification [and where applicable add the following phrase:] and a copy thereof shall immediately be served on any other Respondent jointly liable. To the extent that such answer fails to deny allegations of the specification in the manner required under the Board's Rules and Regulations, a copy of which is attached, [attach a copy of Sec. 102.56] and the failure so to do is not adequately explained, such allegations shall be deemed to be admitted to be true and the Respondents shall be precluded from introducing any evidence controverting them.

Dated at New Orleans, Louisiana, this day \_\_\_\_ of \_\_\_\_\_, 19\_\_.

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Regional Director, Region 15  
National Labor Relations Board

# APPENDIX A-1

RE: ACME MATTRESS CO. ET AL.                      CASE NO. 15-CA-251

(This quarter provided as a pattern; appendices A-2 through A-7, for remaining quarters, not provided.)

BACKPAY COMPUTATION FOR CALENDAR QUARTER		YEAR XX	QUARTER 1	
FOR: FLOYD A. LITTLEJOHN				
	(HOURS)	O.T.	EXCEPTED 2/1-2/7 ILLNESS	PERIOD(S)
1. Number of Reg/OT Work Units	480.00	.00		
2. Rate of Pay (per REG/OT Unit)	\$ 6.10	.00		
3. Product (1 X 2)	\$2928.00	.00	//////	//////
4A. Bonus			\$ .00	//////
4B. Vacation & Holiday			\$ .00	//////
4C. Other			\$ .00	//////
5. Total Gross Backpay for Quarter (Sum Items 3 and 4)				\$2928.00
6. Interim Earnings and Expenses	EARN'GS	EXP'S		//////
	\$	\$		//////
None	\$	\$		//////
	\$	\$		//////
	\$	\$		//////
	\$	\$		//////
	\$	\$		//////
	\$	\$		//////
				//////
				//////
				//////
TOTALS		.00	.00	//////
7. Quarterly Net Interim Earnings (Earnings Minus Expenses)				\$ .00
8. Net Backpay for the Quarter (Item 5 Minus Item 7)				\$2928.00
9. Interest to at N/A	(see note below)			\$ .00
10. Medical Expenses for the Quarter	EXP'S	DEDUCTS.		
Dr. Visit	\$35.00	\$		
Prescription	\$14.00	\$		
Net Medical Expenses for the Quarter				\$49.00
11. Interest on Medical (See #9 for Date & Rate)				\$ .00
12. Total Amount Due (Sum of #8 through #11)				\$2977.00

Note: Interest computed to date shown. However, interest will accrue until date of payment and will be recalculated at that time at new rate.

## APPENDIX B

Acme Mattress Co., et al.

Case 15–CA–251

LITTLEJOHN, FLOYD A.

## Backpay Summary

<i>Yr./Qtr.</i>	<i>Regular Work Units</i>	<i>Regular Pay Rate</i>	<i>Total Regular Pay</i>	<i>Bonus</i>	<i>Vacation and Holiday</i>	<i>Total Gross Back-pay</i>	<i>Total Interim Earnings</i>	<i>Total Interim Expenses</i>	<i>Net Interim Earnings</i>	<i>Net Back-pay</i>	<i>Medical Expenses</i>	<i>Net Medical Expenses</i>	<i>Total Amount Due</i>
XX/1	480.00	6.10	\$2928.00	\$ .00	\$ .00	\$2928	\$ .00	\$ .00	\$ .00	\$2928	\$49.00	\$49.00	\$2977
XX/2	575.00	6.10	3507.50	.00	.00	3508	.00	.00	.00	3508	.00	.00	3508
XX/3	533.00	6.35	3384.55	.00	250.00	3635	1920.00	202.00	1718.00	1917	32.00	32.00	1949
XX/4	538.00	6.35	3416.30	50.00	.00	3466	3120.00	342.00	2778.00	688	104.00	104.00	792
YY/1	520.00	6.35	3302.00	.00	.00	3302	2400.00	270.00	2130.00	1172	80.00	80.00	1252
YY/2	533.00	6.35	3384.55	.00	.00	3385	.00	.00	.00	3385	.00	.00	3385
YY/3	164.00	6.60	1082.40	.00	250.00	1332	.00	.00	.00	1332	.00	.00	1332
Totals	3343.00		\$21,005.30	\$50.00	\$500.00	\$21,556				\$14,930		\$265.00	\$15,195

APPENDIX C

Acme Mattress Co., et al.

Cases 15–CA–251 and 15–CB–17

Name: Susan Fine

Initial Rate of Pay: \$6.00

Backpay Period: January 1, 19XX, to August 2, 19YY

Computation of Net Backpay and Expenses

<i>Wage Increases:</i>	<i>Date</i>	<i>Amount</i>	<i>New Rate</i>	<i>Avg. Weekly Hrs. by Calendar Qtr.</i>	<i>Quarter</i>	<i>Hours</i>	<i>Quarter</i>	<i>Hours</i>
	7/1/XX	.25	6.25					
	6/30/YY	.25	6.50					
					XX/1	521	YY/1	520
					XX/2	575		
					XX/3	533	YY/2	533
							3/31/YY	
							to	
					XX/4	538	6/1/YY	(369)
					9/30/XX		6/2/YY	
					to		to	
					12/1/XX	(378)	6/29/YY	(164)
					12/2/XX			
					to			
					12/29/XX	(160)	YY/3	205

<i>Yr./Qtr.</i>	<i>Qtr. Weeks</i>	<i>Wage Rate</i>	<i>Hrs.</i>	<i>Vaca- tion or Bonus</i>	<i>Gross Backpay</i>	<i>Interim Employer</i>	<i>Quar- terly In- terim Earn- ings</i>	<i>Quarterly Interim Expenses</i>		<i>Quar- terly Net In- terim Earn- ings</i>	<i>Quar- terly Net Backpay</i>	<i>Medical Expenses</i>		<i>Quar- terly Net Backpay and Ex- penses</i>
								<i>Amount</i>	<i>Expense</i>			<i>Amount</i>	<i>Expense</i>	
19XX/1	13	\$6.00	521		\$3126.00	BEST, Inc. <sup>2</sup>	\$1920.00	\$25.00	Employmt. Agency Fee	\$1807.00	\$1319.00	\$75.00	Dr. Visit	\$1544.00
								88.00	Bus Transportation			150.00	Tests	
19XX/2	13	6.00	575		3450.00	BEST, Inc.	3200.00	143.00	Bus Transportation	3057.00	393.00	.00		393.00
19XX/3	13	6.25	533	\$250.00	3581.25	BEST, Inc.	3250.00	143.00	Bus Transportation	3107.00	474.25	.00		474.25
19XX/4	9	6.25	378		2362.50	BEST, Inc.	2250.00	99.00	Bus Transportation	2151.00	211.50	.00		211.50
	4	6.25	160	50.00	.00 <sup>1</sup>									
19YY/1	13	6.25	520		.00 <sup>1</sup>	BEST, Inc.	.00	.00		.00	.00	.00		.00
19YY/2	9	6.25	369		.00 <sup>1</sup>	BEST, Inc.	1000.00	44.00	Bus Transportation	956.00	69.00	.00		69.00
	4	6.25	164		1025.00									
19YY/3	5	6.50	205	250.00	1582.50	BEST, Inc.	1300.00	55.00	Bus Transportation	1245.00	337.50	.00		337.50
Total:														\$3029.25

<sup>1</sup> Maternity Leave 12/2/XX to 6/1/YY

<sup>2</sup> BEST, Inc., 1299 Broadway, New Orleans, LA

# APPENDIX D

Acme Mattress Co., et al.

Cases 15–CA–251 and 15–CB–17

Name: Emma Lewis

Backpay Period: January 1, 19XX–August 31, 19XX

Regular Hours: 40 Overtime Hours: 2

## Gross Backpay

Wages	Hourly rate	Overtime rate	Weekly pay	Increase date	Amount of increase
1/1/XX	6.25	9.38	268.75	7/1/XX	.25
	6.50	9.75	279.50		

Year/Quarter	Week ending	Weekly wage	Vacation pay	Weekly gross backpay	Quarterly gross backpay
19XX–1	1/6/XX	268.75	12.50	281.25	3,656.25
	1/13/XX	268.75	12.50	281.25	
	1/20/XX	268.75	12.50	281.25	
	1/27/XX	268.75	12.50	281.25	
	2/3/XX	268.75	12.50	281.25	
	2/10/XX	268.75	12.50	281.25	
	2/17/XX	268.75	12.50	281.25	
	2/24/XX	268.75	12.50	281.25	
	3/3/XX	268.75	12.50	281.25	
	3/10/XX	268.75	12.50	281.25	
	3/17/XX	268.75	12.50	281.25	
	3/24/XX	268.75	12.50	281.25	
	3/31/XX	268.75	12.50	281.25	
19XX–2	4/7/XX	268.75	12.50	281.25	3,656.25
	4/14/XX	268.75	12.50	281.25	
	4/21/XX	268.75	12.50	281.25	
	4/28/XX	268.75	12.50	281.25	
	5/5/XX	268.75	12.50	281.25	
	5/12/XX	268.75	12.50	281.25	
	5/19/XX	268.75	12.50	281.25	
	5/26/XX	268.75	12.50	281.25	
	6/2/XX	268.75	12.50	281.25	
	6/9/XX	268.75	12.50	281.25	
	6/16/XX	268.75	12.50	281.25	
	6/23/XX	268.75	12.50	281.25	
	6/30/XX	268.75	12.50	281.25	
19XX–3	7/7/XX	279.50	13.00	292.50	2,632.50
	7/14/XX	279.50	13.00	292.50	
	7/21/XX	279.50	13.00	292.50	
	7/28/XX	279.50	13.00	292.50	

Year/Quarter	Week ending	Weekly wage	Vacation pay	Weekly gross backpay	Quarterly gross backpay
	8/4/XX	279.50	13.00	292.50	
	8/11/XX	279.50	13.00	292.50	
	8/18/XX	279.50	13.00	292.50	
	8/25/XX	279.50	13.00	292.50	
	9/1/XX	279.50	13.00	292.50	
Subtotals:		9,503.00	442.00	9,945.00	9,945.00

## APPENDIX E

Acme Mattress Co., et al.

Cases 15–CA–251 and 15–CB–17

Name: Emma Lewis

### Net Interim Earnings and Net Backpay

Year/ Quarter	Quarterly gross backpay	Quarterly interim earnings	Interim expenses		Quarterly interim ex-penses	Quarterly net interim earnings	Quarterly net backpay
			Type	Amount			
19XX–1	3,656.26	<sup>1</sup> 1,920.00	Bus fare	88.00	178.00	1,742.00	1,914.25
			Safety shoes	90.00			
19XX–2	3,656.25	<sup>1</sup> 3,120.00	Bus fare	143.00	143.00	2,977.00	679.25
19XX–3	2,632.50	<sup>1</sup> 2,160.00	Bus fare	99.00	99.00	2,061.00	571.50
Subtotals:	9,945.00					6,780.00	3,165.00

<sup>1</sup>Ajax, Inc., 29 Everett Street, New Orleans, LA

# APPENDIX F

Acme Mattress Co., et al.

Cases 15–CA–251 and 15–CB–17

Name: Emma Lewis

## Net Backpay and Reimbursable Expenses

Year/ Quarter	Quar- terly net backpay	Reimbursable medical/dental expenses		Reimbursable insurance expenses		Total quar- terly reim- bursa- ble ex- penses	Quar- terly net backpay and reim- bursable ex- penses	Total net backpay and reim- bursable ex- penses
		Type	Amount	Type	Amount			
19XX– 1	1,914.25	Dental chec- kup	35.00	Health	15.00	50.00	1,964.25	3,290.00
19XX– 2	679.25			Health	45.00	45.00	724.25	
19XX– 3	571.50			Health	30.00	30.00	601.50	
Sub- totals	3,165.00		35.00		90.00	125.00	3,290.00	

## Appendix 15

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, \_\_\_\_\_, now serving in \_\_\_\_\_ the \_\_\_\_\_ whose Serial Number is \_\_\_\_\_, and whose Social Security Number is \_\_\_\_\_, and whose permanent address is \_\_\_\_\_, in \_\_\_\_\_, in the State of \_\_\_\_\_, do hereby constitute and appoint \_\_\_\_\_, residing at \_\_\_\_\_, in \_\_\_\_\_, in the State of \_\_\_\_\_, as my lawful attorney to act on my behalf for the following purposes:

(a) To collect and receive all sums of money as are or may hereafter become due and payable to me under an award of backpay made or to be made by the National Labor Relations Board pursuant to the National Labor Relations Act under a certain case now pending before it; and to issue receipts therefor; and

(b) To endorse any checks or negotiable instruments and to make, execute, and deliver all receipts and any other documents that may be necessary or proper to collect and receive the above sums of money.

And, I, \_\_\_\_\_, give to \_\_\_\_\_, as my attorney, full power and authority to do and perform all acts and things required and necessary to be done for the above purposes as fully as I could do if I were personally present at the doing thereof, and I hereby ratify and confirm all that my attorney may or shall lawfully do or cause to be done by virtue of this power of attorney.

IN WITNESS WHEREOF, I have set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Claimant

**Appendix 16**  
**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, do hereby certify that I am a duly commissioned, qualified, and authorized notary public in and for the STATE OF \_\_\_\_\_; and that the grantor in the foregoing Power of Attorney, who is personally well known to me, appeared before me this day within the territorial limits of my authority and executed said instrument and acknowledged that the execution of said instrument by (him or her) was (his or her) free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, nineteen hundred and ninety-\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

ALTERNATE ACKNOWLEDGMENT

In the \_\_\_\_\_ [Army, Navy, etc.] of the United States at \_\_\_\_\_.

I, \_\_\_\_\_, the undersigned officer, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ Serial Number \_\_\_\_\_, whose home address is \_\_\_\_\_ and who is known to me to be a \_\_\_\_\_ in the \_\_\_\_\_ [insert Branch of the Armed Forces] of the United States, and to be the identical person who is described in, whose name is subscribed to, and who signed and executed the foregoing instrument, and (he or she) personally acknowledged to me that (he or she) signed and sealed the same, on the date it bears, as (his or her) true, free, and voluntary act and deed, for uses, purposes, and considerations therein set forth, and I, the undersigned, do further certify that I am at the date of this certificate a commissioned officer of the grade, branch of service, organization and official capacity stated below in the active service of the \_\_\_\_\_ [insert Branch of the Armed Forces] of the United States.

(Signature) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

(Grade and Branch) \_\_\_\_\_

(Organization) \_\_\_\_\_

(Capacity in Which Acting) \_\_\_\_\_

(Home Address) \_\_\_\_\_